

## Zoning Case No C14-07-0012

RESTRICTIVE COVENANT

OWNER Block 51 LP a Delaware limited partnership

ADDRESS 817 West Peachtree St , Suite 400, Atlanta GA 30308

CONSIDERATION Ten and No/100 Dollars (\$10 00) and other good and valuable consideration paid by the City of Austin to the Owner the receipt and sufficiency of which is acknowledged

PROPERTY A 1 181 acre tract of land, more or less being Lots 1-4 Lot 8 and the west 23 feet of Lot 7 Block 51 Original City of Austin the tract of land being more particularly described by metes and bounds in Exhibit 'A' incorporated into this covenant

WHEREAS, the Owner of the Property and the City of Austin have agreed that the Property should be impressed with certain covenants and restrictions

NOW THEREFORE it is declared that the Owner of the Property for the consideration shall hold sell and convey the Property subject to the following covenants and restrictions impressed upon the Property by this restrictive covenant These covenants and restrictions shall run with the land and shall be binding on the Owner of the Property its heirs successors and assigns

- 1 The Owner shall design and construct streetscape improvements in compliance with the City of Austin Great Streets design criteria as the criteria existed on March 22 2007 Design permitting and construction of streetscape improvements will be at Owner's expense The Owner shall coordinate the design of the streetscape improvements with the Urban Design Section of the Neighborhood Planning and Zoning Department The Urban Design Section shall inspect and approve the streetscape improvements prior to issuance of a certificate of occupancy
- 2 If any person or entity shall violate or attempt to violate this agreement and covenant it shall be lawful for the City of Austin to prosecute proceedings at law or in equity against such person or entity violating or attempting to violate such agreement or covenant to prevent the person or entity from such actions and to collect damages for such actions
- 3 If any part of this agreement or covenant is declared invalid by judgment or court order the same shall in no way affect any of the other provisions of this agreement and such remaining portion of this agreement shall remain in full effect
- 4 If at any time the City of Austin fails to enforce this agreement whether or not any violations of it are known such failure shall not constitute a waiver or estoppel of the right to enforce it
- 5 This agreement may be modified amended or terminated only by joint action of both (a) a majority of the members of the City Council of the City of Austin and (b) by the owner(s) of the Property subject to the modification amendment or termination at the time of such modification, amendment or termination

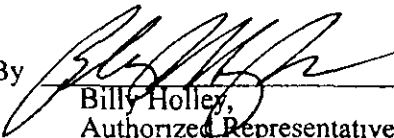
EXECUTED this the 20<sup>th</sup> day of March, 2007

**OWNER**

**Block 51 LP,  
a Delaware limited partnership**

By Block 51 GP LLC  
a Delaware limited liability company  
its General Partner

By Novare AU Austin Development  
LLC  
a Georgia limited liability company,  
its sole Member

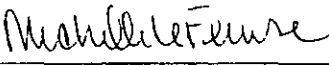
By   
Billy Holley,  
Authorized Representative

APPROVED AS TO FORM

\_\_\_\_\_  
Assistant City Attorney  
City of Austin

**THE STATE OF GEORGIA                   §**  
**COUNTY OF DOUGLAS                   §**

This instrument was acknowledged before me on this the 20<sup>th</sup> day of March 2007, by Billy Holley Authorized Representative of Novare AU Austin Development LLC a Georgia limited liability company sole Member of Block 51 GP LLC a Delaware limited liability company, sole General Partner of Block 51, LP, a Delaware limited partnership, on behalf of the sole member limited liability company and the limited partnership

  
\_\_\_\_\_  
Notary Public State of Georgia  
MICHELLE L. LEFEUVRE  
NOTARY PUBLIC DOUGLAS COUNTY, GEORGIA  
MY COMMISSION EXPIRES SEPTEMBER 26, 2008

**After Recording Please Return to  
City of Austin  
Department of Law  
P O Box 1088  
Austin Texas 78767  
Attention Diana Minter Paralegal**



EXHIBIT "A"

Professional Land Surveying, Inc  
Surveying and Mapping

Office 512 443 1724  
Fax 512 441 6987

2807 Manchaca Road  
Building One  
Austin Texas 78704

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1 181 ACRES

A DESCRIPTION OF 1 181 ACRES (APPROXIMATELY 51 462 SQUARE FEET) OF LAND BEING ALL OF LOTS 1 4 LOT 8 AND THE WEST 23 FEET OF LOT 7 BLOCK 51 OF THE ORIGINAL CITY OF AUSTIN TRAVIS COUNTY TEXAS ACCORDING TO THE MAP OR PLAT THEREOF ON RECORD AT THE GENERAL LAND OFFICE OF THE STATE OF TEXAS TOGETHER WITH THE SOUTH 1/2 OF THE VACANT ALLEY ADJOINING LOTS 1 THROUGH 4 AND THE NORTH 1/2 OF THE ALLEY ADJOINING LOT 8 AND THE WEST 23 FEET OF LOT 7 SAID 1 181 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS

**BEGINNING** at an X chiseled in concrete found in the west right-of-way line of San Antonio Street (80 right-of-way width) as shown on said Original City of Austin (COA) plat same being the southeast corner of said Lot 4 also being in the north right-of-way line of Fifth Street (80 right-of-way width) as shown on said COA plat from which a centerline monument found bears South 16°34'10" West a distance of 40 00 feet and South 73°22'50" East a distance of 399 04 feet

**THENCE** North 73°22'50" West with the south line of said Lots 4 thru 1 same being the north right-of-way line of said Fifth Street a distance of 278 18 feet to a mag nail with Chaparral shiner set at the southwest corner of said Lot 1 same being a point in the north right-of-way line of said Fifth Street also being a point in the east right-of-way line of Nueces Street (80 right-of-way width) as shown on said COA plat from which a centerline monument found bears South 16°39'14" West a distance of 40 00 feet and North 73°22'50" West a distance of 40 00 feet

**THENCE** North 16°39'14" East with the east right-of-way line of said Nueces Street same being the west line of said Lot 1 the said vacated alley and said Lot 8 a distance of 277 81 feet to a calculated point for the northwest corner of said Lot 8 same being a point in the east right-of-way line of said Nueces Street also being a point in the south right-of-way line of Sixth Street (80 right-of-way width) as shown on said COA plat from which a 1/2 rebar found bears North 01°42'57" West a distance of 0 13 feet also from which a centerline monument found bears North 73°20'14" West a distance of 40 00 feet and North 16°39'14" East a distance of 395 86 feet

**THENCE** South 73°20'14" East with the north line of said Lots 8 and 7 same being the south right-of-way line of said Sixth Street a distance of 92 61 feet to a 1/2 rebar found for the northeast corner of the west 23 feet of said Lot 7 same being a point in the south right-of-way line of said Sixth Street

**THENCE** South 16°43'43" West with the east line of the said west 23 feet of said Lot 7

and crossing said alley a distance of 138.87 feet to a 1/2 rebar found in the centerline of said alley

**THENCE** South 73°21'32" East with the centerline of the said alley a distance of 185.55 feet to a mag nail with Chaparral shiner set in the centerline of said alley same being a point in the west right-of-way line of said San Antonio Street

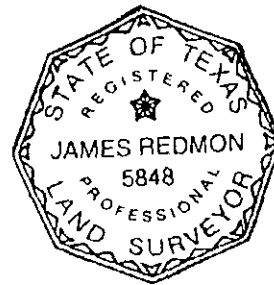
**THENCE** South 16°34'10" West with the west right-of-way line of said San Antonio Street same being the east line of said alley and said Lot 4 a distance of 138.80 feet to the **POINT OF BEGINNING** containing 1.181 acres of land more or less

Surveyed on the ground May 2006 Bearing Basis Grid Azimuth for Texas Central Zone 1983/93 HARN values from LCRA control network Attachments Drawing 512-001 BD1



6-23-06

James Redmon  
Registered Professional Land Surveyor  
State of Texas No. 5848



## LIMITED LIABILITY COMPANY AUTHORIZATION RESOLUTIONS

I, G. Gardner Thompson, the undersigned Secretary of Novare AU Austin Development, LLC, a Georgia limited liability company (the "Sole Member") sole member of Block 51 GP LLC a Delaware limited liability company (the "General Partner") general partner of Block 51 LP a Delaware limited partnership (the "Company") hereby certifies that

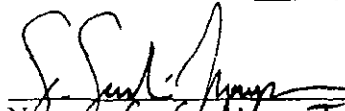
The Company the General Partner and the Sole Member are each duly organized and validly existing under its respective state of organization and the following is a true accurate, and compared transcript of the resolution contained in the minute book of the Sole Member duly adopted at a meeting of the members of the Sole Member duly held on the 8<sup>th</sup> day of March 2007 at which meeting there was present and acting throughout a quorum authorized to transact the business hereinafter described and that the proceedings of said meeting were in accordance with the certificate of organization and limited liability company agreement of the Sole Member and that said resolutions have not been amended or revoked and are in full force and effect

**Resolved**, that Billy Holley ~~is~~ Authorized Representative of the Sole Member be and hereby is authorized and empowered to sign any and all documents, to take such steps and do such other acts and things on behalf of said Sole Member on behalf of said General Partner on behalf of said Company as in his judgment may be necessary, appropriate or desirable in connection with any Agreement entered into with the City of Austin affecting the following-described real property

A description of 1.181 ACRES (approximately 51,462 square feet) of land being all of Lots 1-4 Lot 8 and the west 23 feet of Lot 7 Block 51 of the Original City of Austin Travis County Texas according to the record of the General Land Office of the State of Texas together with the South One Half (1/2) of the vacated alley adjoining Lots 1 through 4 and the north One Half (1/2) of the alley adjoining Lot 8 and the west 23 feet of Lot 7

**Resolved**, that any and all transactions with the City of Austin involving any Agreement affecting the above referenced real property by any of the officers or representatives of the Sole Member on behalf of the General Partner on behalf of the Company prior to the adoption of these resolutions be and they are hereby ratified and approved for all purposes

Witness my hand and the seal of the Sole Member this the 8<sup>th</sup> day of March 2007

  
Name G. Gardner Thompson  
Title Secretary

SEAL